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6-15-1941

## Amalgamated Meat Cutters and Butcher Workmen of North America, Local 422 (1941)

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## **Amalgamated Meat Cutters and Butcher Workmen of North America, Local 422 (1941)**

Location

Newark, NJ

Effective Date

6-15-1941

Expiration Date

6-15-1942

Union

Amalgamated Meat Cutters and Butcher Workmen of North America

Union Local

422

NAICS

44

Sector

Private

Item ID

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**Comments**

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Spencer 211-42-180  
Meat # 422  
Newark, N.J.  
6-15-42

# Contract

CONFIDENTIAL

## Butchers' Union, Local No. 422

### SERVICE KOSHER

AGREEMENT made ..... day of ....., 194...., between AMALGAMATED MEAT CUTTERS & BUTCHER WORKMEN OF N. A., LOCAL 422, hereinafter known as Union, and ....., hereinafter known as Employer,

Witnesseth, that the parties agree as follows:

1. This agreement shall take effect as of the date hereof and shall remain in force for one year.

2. When disputes are submitted to arbitration, it shall be by the following procedure: The aggrieved party shall serve on the other a written statement of its demand or grievance. Within two days of such service, each party shall appoint a person of his own choosing as arbitrator. The two so selected shall appoint a third, which three shall constitute the arbitration board. The board shall have the right to examine all persons concerned, and documents and books within the possession of either party. It shall provide for the manner, time and place of hearing. The decision of questions placed before the board shall be binding upon both parties, no appeals may be taken therefrom, and both parties agree that they will comply with the decision without reservation. In the event the arbitrators chosen by each of the parties are unable to agree on the third arbitrator and such disagreement shall continue for a period of two days, then either party may apply to a Circuit Court Judge of Essex County upon two days' notice to the other party of the time and place of such application for appointment of a neutral arbitrator, and such third arbitrator shall become a member of the board of arbitration. The cost of arbitration shall be borne equally.

3. The Employer, or anyone acting in his behalf, will not discriminate in any manner against any union member. The Employer will not enter into any separate agreement with any employee or employees.

4. Shall any part of this agreement be determined illegal by any court, the remaining parts shall continue in force. In the event the Interstate Commerce Commission or State changes the hour week, the Law has to be abided.

5. The business agent or his representative shall be admitted to the Employer's premises during all working hours for the purpose of ascertaining whether this agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may arise. The shop steward selected by the Union shall adjust with the Employer, as far as possible, all grievances raised.

6. The Employer agrees to employ only such members in good standing with the Union as the Union furnishes. The Union will furnish the Employer with competent help.

7. All work shall be equitably divided among all the employees.

8. During the life of this agreement no strike shall be called or sanctioned by the Union, and no lock-out shall be entered upon by the Employer. Disputes of any nature, including as to renewal terms of this contract, shall be submitted to arbitration as provided herein.

9. All employees shall be classified as follows: First meat cutters, Second meat cutters, and Third meat cutters.

10. The rate of pay for employees shall be as follows: Smokers, \$1.30 per hour; Mixers, Choppers, Beef-boners, Stuffers, Roll Beef makers, and Cellar men, \$1.10 per hour; Bologna makers, \$1.05 per hour. Any employee now receiving more than this scale shall not be reduced.

11. All helpers on machines shall receive \$ .85 per hour. All other helpers shall receive \$.65 per hour. Employees receiving more than this scale shall not be reduced. No one shall handle work of butcher or bologna maker before it leaves the butcher, sausage or smoking room except members of the Union receiving full journeymen wages. Apprentices handling a knife should receive \$ .85 per hour. There shall be one apprentice to every 10 journeymen. Apprentices, working one year, shall be classed as Third man and receive \$1.05 per hour.

12. The regular hours for all workers shall be 44 hours per week. Any work done in excess of 44 hours in any one week shall be considered overtime and be paid at the rate of time and a half

13. Employees who have worked one year for Employer, shall receive one full weeks vacation with pay. And shall be entitled to three days a year sick leave.

14. "Employee" in this agreement includes stockholders of Employer. Working foreman shall not work longer than men working under their supervision. Wages shall be paid in cash during working hours at the end of each week.

The employer agrees to keep inviolate these Seniority rights of all workers in his employment.

IN WITNESS WHEREOF, parties have signed and sealed these presents by persons duly authorized.

EMPLOYER, by .....

UNION, by .....

ATTEST ....., Sec'y.

ATTEST ....., B. A.